

RESOLUTION OF BOSTON REDEVELOPMENT AUTHORITY  
APPROVING DISPOSITION OF PARCELS 3A AND 3B IN THE  
GOVERNMENT CENTER PROJECT AREA

WHEREAS, the Urban Renewal Plan for the Government Center Area provides for the development of Parcels 3A and 3B for landscaped open space and parking, respectively; and

WHEREAS, the Boston Redevelopment Authority, hereinafter referred to as the "Authority", has consulted with the Boston Welfare Department, hereinafter referred to as the "Developer", concerning the proposed development of the property; and

WHEREAS, disposition of Parcels 3A and 3B to the Developer will make development possible in conformance with the planning and design objectives of the Government Center; and

WHEREAS, there has been presented to this meeting of the Authority landscaping and refacing plans for the rehabilitation and landscaping of the parcels and the Developer's adjacent property; and

WHEREAS, there has been presented to this meeting of the Authority a proposed Land Disposition Agreement setting forth the conditions under which the parcels will be purchased and developed; and

WHEREAS, the proposed purchase prices of \$1.00 per square foot for that part of Parcel 3A which is beyond the centerline of existing Chardon Street, and \$1.50 per square foot for Parcel 3B are based on two independent appraisals of the value of said parcels for the proposed uses,

NOW, THEREFORE, BE IT RESOLVED BY THE BOSTON REDEVELOPMENT AUTHORITY:

1. that the procedure used for the disposition of Parcels 3A and 3B is the appropriate method of making the land available for development;
2. that the Land Disposition Agreement for the disposition of Parcels 3A and 3B to the Boston Welfare Department is hereby approved and the Development Administrator is hereby authorized to execute such Agreement on behalf of the Authority substantially in the form presented to this meeting, subject to Housing and Home Finance Agency concurrence.
3. That the prices of \$1.00 per square foot for Parcel 3A and \$1.50 per square foot for Parcel 3B are hereby approved and determined to be not less than the fair value of the parcels for the proposed uses.
4. That the Boston Welfare Department possesses the qualifications and financial resources necessary to acquire and develop the land in accordance with the Urban Renewal Plan.
5. That the landscaping and refacing plans for the development of the parcels and the Welfare Department property are hereby approved.



July 23, 1964

M E M O R A N D U M

TO: Boston Redevelopment Authority

FROM: Edward J. Logue

SUBJECT: PROPOSED DISPOSITION OF PARCELS 3A and 3B IN THE  
GOVERNMENT CENTER PROJECT AREA

The Urban Renewal Plan for the Government Center Project Area contemplates development of Parcels 3A and 3B in conjunction with the adjoining Welfare Department property. Parcel 3A is beyond the centerline of existing Chardon Street which will be relocated. Parcel 3B will be acquired from the Boston Edison Company and sold to the Welfare Department.

Pursuant to the Plan and the recommendations of our design staff, Parcel 3A is to be landscaped, Parcel 3B is to be paved and fenced to provide a parking lot for the Welfare Department, and two sides of the Welfare Building are to be resurfaced. Landscape and refacing plans for this work have been completed and are being submitted for your approval today.

Although the landscaping planned for Parcel 3A cannot be undertaken until Chardon Street has been closed, the Welfare Department is in need of a parking area and has given every indication of its intention to proceed with Parcel 3B as soon as the land transfers can be made. We have therefore prepared a land disposition agreement for these parcels which I am submitting for your approval. This agreement which is attached to this memo provides:

1. For a purchase price of \$1.00 per square foot for that part of Parcel 3A which is beyond the centerline of existing Chardon Street, and a purchase price of \$1.50 per square foot for Parcel 3B, as a result of two independent appraisals of the value of the property.
2. For provisions subjecting all the land in the parcel presently owned by the Welfare Department to the controls and restrictions of the Urban Renewal Plan.

The Boston Welfare Department possesses the qualifications and financial resources necessary to acquire and develop the land in accordance with the Urban Renewal Plan and therefore I recommend that the Authority adopt the attached resolution authorizing the Development Administrator to execute the attached agreement.



LAND DISPOSITION AGREEMENT

THIS AGREEMENT, made and entered into the                      day  
of                      , 19              by and between BOSTON REDEVELOPMENT  
AUTHORITY, and City of Boston, acting by and through the  
Overseers of the Public Welfare in the City of Boston

WITNESSETH THAT the parties hereto have agreed as  
follows:

ARTICLE 1

DEFINITIONS

Section 101: Defined Terms

For the purposes of this Agreement, the following terms  
shall have the meanings, respectively, ascribed to them  
below:

- (a) "City" shall mean the City of Boston, Massachusetts
- (b) "Authority" shall mean the Boston Redevelopment  
Authority, a public body politic and corporate, created  
pursuant to Chapter 121, Section 26QQ of the Massachusetts  
General Laws (Ter. Ed.), as amended, and shall include any  
successor in interest, whether by act of a party to this  
Agreement or by operation of law or otherwise.
- (c) "Redeveloper" shall mean City of Boston, acting  
by and through the Overseers of the Public Welfare in the  
City of Boston and shall include any successor in interest  
or assign whether by act of a party to this Agreement or by  
operation of law or otherwise.
- (d) "The Property" shall mean that area in the  
Government Center Project Area, described in Exhibit A  
attached hereto and made a part hereof and shown on a map  
entitled "Property Line Map, Part of Parcel 3", "Consisting  
of Parcels 3A and 3B", prepared by Whitman and Howard, Inc.,  
dated April 1964 which map is attached hereto as Exhibit B.  
As shown on said map, the Property is divided for the pur-  
poses of this Agreement into 3 segments hereinafter referred  
to as "Building Area", "Parcel 3A", and "Parcel 3B",



together with the fee to the center line of all Streets abutting The Property, proposed or existing.

(e) "Plan shall mean the Government Center Urban Renewal Plan, Attached Hereto As Exhibit C, duly adopted in accordance with Chapter 121 of the General Laws as amended, and as said Plan may be amended in accordance with the provisions thereof. The "term of the Plan" shall mean the period commencing upon the approval of the Plan by the City Council and expiring as therein provided. The Redeveloper agrees with revisions to the Plan, attached hereto as Exhibit D, and agrees to consent to said revisions when adopted by the Authority. For the purposes of this Agreement "Plan" Shall, therefore, mean the Government Center Urban Renewal Plan as amended by said revisions.



## ARTICLE 11

### TRANSFER OF THE PROPERTY AND PAYMENT THEREFOR

#### Section 201: Covenant of Sale

Subject to all the terms, covenants and conditions of this Agreement, the Authority covenants and agrees to sell and convey, and the Redeveloper covenants and agrees to purchase, Parcel 3A and Parcel 3B.

#### Section 202: Condition of Land to be Conveyed

(a) The Authority agrees that, at the time of sale and conveyance and delivery of possession of Parcels 3A and 3B they shall be free and clear of all buildings, structures and improvements except for utilities and walls and foundations below the surface of the ground, and that all cellar holes and excavations shall be filled to the level of the surrounding ground in a good and workmanlike manner. Said Parcels shall be uniformly graded and left free of mounds and depressions, and the finished surface shall be rough graded so as to conform approximately to the street elevations of the area as they now exist.

(b) The Authority agrees that it shall, without expense to the Redeveloper, provide or cause to be provided the street improvements called for in the Plan in a timely manner so as to reasonably integrate the completion of such street improvements with the completion of the improvements to be made on the Property by the Redeveloper.

#### Section 203: Purchase Price and Payment Thereof

(a) The purchase price for Parcel 3A shall be \$1.00 per square foot for that part of Parcel 3A which is beyond the center line of Existing Chardon Street, and the purchase price for Parcel 3B shall be \$1.50 per square foot subject to HHFA concurrence, and shall be paid to the Authority upon delivery of the deed or deeds and possession of said Parcels, together with the fee to the center line of all Streets abutting the Property, proposed or existing, to the Redeveloper.

(b) Payment shall be by check drawn to the order of the Authority.



#### Section 204: Time of Sale and Conveyance

The sale and conveyance and delivery of possession of Parcels 3A and 3B, and the purchase of the same by the Redeveloper, shall, subject to the provisions of Section 206, on October 1, 1964, at a closing to be held at the office of the Authority or such other place as the Authority may designate; provided however, that the sale and conveyance and delivery of possession of said Parcels to the Redeveloper may take place at an earlier or later date upon agreement of the parties hereto.

#### Section 205: Title and Instrument of Conveyance

The sale and conveyance shall be by quitclaim deed or deeds of good and marketable fee simple title to said Parcels free and clear of all liens and encumbrances (other than existing utility easements underlying present Chardon Street) but subject to all conditions, covenants and restrictions set forth or referred to in this Agreement and the Plan or in either thereof. None of the provisions of this Agreement are intended to or shall be merged by reason of any deed or deeds transferring title to said Parcels from the Authority to the Redeveloper, and any such deed or deeds shall not be deemed to affect or impair the provisions and covenants of this agreement.

#### Section 206: Default by Authority

In the event that the Authority shall be unable to give title or to make conveyance or to deliver possession of Parcels 3A and 3B as provided for herein, by January 1, 1966, all of the obligations of the parties hereunder shall cease and this Agreement shall be void and without recourse to the parties hereto, provided however, that the Redeveloper shall have the election, to accept such title as the Authority can deliver to said Parcels, or either thereof, and to pay therefor without deduction, in which case the Authority shall convey such title to the Redeveloper. The acceptance of a deed or deeds by the Redeveloper shall be deemed a full performance and discharge of every agreement and obligation of the Authority herein contained, except such as are, by the express terms hereof, to be performed after the delivery of the deed or deeds.



### ARTICLE III

#### RESTRICTIONS AND CONTROLS UPON REDEVELOPMENT

##### Section 301: Redevelopment Pursuant to Plan

(a) The Redeveloper, for itself and its successors and assigns, covenants, promises and agrees:

- (1) to devote the Property to the uses specified in the Plan;
- (2) not to use or devote The Property or any part thereof for any use other than the uses or purposes specified in the Plan, or contrary to any of the applicable limitations or requirements of the Plan;
- (3) not to effect or execute any covenants, agreement, lease, conveyance or other instrument whereby The Property or any improvement thereon is restricted upon the basis of race, religion, creed, color, or national origin or ancestry in the sale, lease or occupancy thereof;
- (4) to comply with all State and local laws, in effect from time to time, prohibiting discrimination or segregation by reason of race, religion, color or national origin in the sale, lease or occupancy of the Property;
- (5) not to discriminate upon the basis of race, color, creed or national origin in the sale, lease or rental or in the use or occupancy of the property or any improvements erected or to be erected thereon or any part thereof.

(b) The covenants in subsection (a) of this Section shall be covenants running with the land.

(c) The covenants in subdivisions (1) and (2) of subsection (a) of this Section, and all rights and obligations under any of said covenants, shall terminate upon the expiration of the term of the Plan; and the covenants in subdivisions (3), (4) and (5), and all rights and obligations under any of said covenants, shall terminate upon the expiration of one hundred (100) years from the date of the deed or deeds from the Authority to the Redeveloper, provided, however, that the provisions of this subsection shall not abate, or be a ground for abatement of any action, suit, or other legal proceeding instituted prior to the termination of the covenants.

(d) Upon delivery of the deed or deeds to and possession of Parcels 3A and 3B to the Redeveloper, the Redeveloper shall execute and record with the Suffolk Registry of Deeds an appropriate instrument (in form satisfactory to the Authority) declaring that the Building Area as herein defined is subject to the controls and restrictions of the Plan for the term of the Plan.



Section 302: Improvements to Property

(a) The Property shall be improved as follows:

- (1) The existing building in the "Building Area" shall be refaced on the two exposed walls facing Parcel 3B.
- (2) "Parcel 3A" shall be landscaped and fenced.
- (3) "Parcel 3B" shall be paved and fenced.

(b) Plans for the improvements described in subsection (a) above have been prepared to the satisfaction of both parties hereto, and were submitted to and approved by the Authority on July 23, 1964, and are on file at the office of the Authority.

(c) No work on the improvements on the Property shall be done unless such work conforms in every respect to the plans and to specifications to be approved by the Authority. In the event the Redeveloper shall fail to comply with the foregoing requirements, the Authority may, within a reasonable time after discovery thereof by the Authority, direct in writing that the Redeveloper so modify or reconstruct such portion or portions of the improvements as are not in conformance with said plans and specifications or any approved modifications thereof, as to bring them into conformance therewith. The Redeveloper shall promptly comply with such a directive, and shall not proceed further with the improvements until such directive is complied with. Any delays in completion of the improvements resulting from such modifications or reconstruction shall not be a ground for the extension of the time limits for construction on The Property as provided for in Section 303 of this Agreement.

Section 303: Time for Commencement and Completion of Construction

(a) The Redeveloper shall commence the improvements on Parcel 3B and the Building Area in accordance with the plans and specifications referred to in Section 302 (b) and (c) hereof within ninety (90) days after delivery of the deed or deeds and possession of Parcels 3A and 3B to the Redeveloper; shall thereafter diligently prosecute said improvements on Parcel 3B and the Building Area to completion; and shall, in any event, complete such improvements not later than twelve (12)



months after the commencement thereof.

(b) The Redeveloper shall commence the improvements on Parcel 3A in accordance with the plans and specifications referred to in Section 302 (b) and (c) hereof within ninety (90) days after the City of Boston discontinues existing Chardon Street; Shall thereafter diligently prosecute Said improvements on Parcel 3A to completion; and shall, in any event complete such improvements not later than twelve (12) months after the Commencement thereof.

Subsequent to delivery of the deed or deeds and possession by the Redeveloper and until the improvements have been completed, the Redeveloper shall make, in such detail as may reasonably be required by the Authority, a report in writing to the Authority every three (3) months as to the actual progress of the Redeveloper with respect to such improvements. After the sale and conveyance and delivery of possession of Parcels 3A and 3B to the Redeveloper and during the period of construction, the work of the Redeveloper shall be subject to inspection by representatives of the Authority and of the United States of America.

(c) Prior to the sale and conveyance and delivery of possession of Parcels 3A and 3B, the Authority shall permit the Redeveloper access thereto, whenever and to the extent necessary to carry out the purposes of this Agreement.

(d) It is intended and agreed that the agreements and covenants contained in this Section 303 with respect to the beginning and completion of the improvements on The Property shall be covenants running with the Land.

Section 304: Certificate of Completion

When the improvements required of the Redeveloper by the provisions of this Agreement have been completed, the Authority shall issue to the Redeveloper a Certificate of Completion in such form as will enable it to be recorded in the Suffolk Registry of Deeds.



Section 305: Non-Discrimination in Employment

The Redeveloper, for itself, and its successors and assigns, agrees that in the construction of the Improvements in accordance with the provisions of this Agreement:

(a) The Redeveloper will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Redeveloper will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Redeveloper agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Authority setting forth the provisions of this nondiscrimination clause.

(b) The Redeveloper will, in all solicitations or advertisements for employees placed by or on behalf of the Redeveloper, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(c) The Redeveloper will send to each labor union or representative of workers with which the Redeveloper has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Authority, advising the said labor union or workers' representative of the Redeveloper's commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Redeveloper will comply with all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.



(e) The Redeveloper will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, as amended and by the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to the Redeveloper's books, records, and accounts by the Authority and the Committee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Redeveloper's noncompliance with the nondiscrimination clauses of this Section, or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Redeveloper may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law

(g) The Redeveloper will include the provisions of Paragraph (a) through (g) of this Section in every contract or purchase order, and will require the inclusion of these provisions in every subcontract entered into by any of its contractors, unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order No. 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each such contractor, subcontractor or vendor, as the case may be. The Redeveloper will take such action with respect to any construction contract, subcontract, or purchase order as the Authority may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Redeveloper becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Authority, the Redeveloper may



request the United States to enter into such litigation to protect the interests of the United States. For the purpose of including such provisions in any construction contract, subcontract, or purchase order, as required hereby, the term "Redeveloper" and the term "Authority" may be changed to reflect appropriately the name or designation of the parties to such contract, subcontract, or purchase order.



## ARTICLE IV

### TRANSFER OF REDEVELOPER'S INTEREST

#### Section 401: General Terms Relating to Transfer of Interest in Property by Redeveloper

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The Redeveloper shall not, prior to the completion of the construction of the improvements on the Property, make, or suffer to be made, any assignment or any manner of transfer of its interest in the Property or portion thereof or in this Agreement, other than transfers to other boards, commissions, or agencies of the City, and other than contracts or agreements to be performed subsequent to such completion, except upon compliance with the following:

- (1) The transferee or transferees shall have been approved as such in writing, by the Authority;
- (2) The transferee or transferees, by valid instrument in writing, satisfactory to the Authority, shall have expressly assumed, for themselves and their successors and assigns and directly to and for the benefit of the Authority, all obligations of the Redeveloper provided for in this Agreement, provided, however, that the fact that any transferee shall, whatever the reason, not have assumed such obligations, shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by the Authority) relieve or except such transferee of or from such obligations or deprive or limit the Authority of or with respect to any rights or limitations or controls with respect to the Property or the construction of the improvements;
- (3) Any consideration obtained by the Redeveloper from the transferee or transferees in excess of an amount representing the actual cost to the Redeveloper of the interest transferred, including the cost of any improvements made thereon and carrying charges, shall be paid over to the Authority.



- (4) The Redeveloper and its transferee or transferees shall comply with such other conditions as the Authority may find desirable in order to achieve and safeguard the purposes of the Massachusetts Housing Authority law and the Plan.

## ARTICLE V

### MISCELLANEOUS PROVISIONS

#### Section 501: Finality of Approvals

Where, pursuant to this Agreement, any document of or proposed action by the Redeveloper is submitted by it to the Authority, and the Redeveloper has been notified in writing by the Authority that the same is approved or is satisfactory, such determination shall be conclusively deemed to be a final determination by the Authority with respect to such particular document or proposed action for which such approval or notice of satisfaction was given.

#### Section 502: How Agreement Affected by Provisions Being Held Invalid

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the requirements of applicable laws and of the Plan.

#### Section 503: Covenants to be Enforceable by Authority

Any covenant herein contained which is expressed to be a covenant running with the land shall, in any event and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement, be to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by the Authority against the Redeveloper. In amplification, and



not in restriction of the provisions hereof, it is intended and agreed that the Authority shall be deemed a beneficiary of such covenants both for and in its own right and also for the purposes of protecting the interests of the community and the other parties, public or private, in whose favor or for whose benefit such covenants have been provided, and such covenants shall be in force and effect, without regard to whether the Authority has at any time been, remains or is an owner of or in possession of any land to, or in favor of, which the covenants relate.

Section 504: Parties Barred From Interest in Project

No member of the Congress of the United States of America shall be admitted to any share or part hereof, or to any benefit to arise therefrom.

Section 505: Authority's Members and Officers Barred From Interest

No member, official or employee of the Authority shall have any personal interest, direct or indirect, in this Agreement; nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interest or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested. No member, official or employee of the Authority shall be personally liable to the Redeveloper in the event of any default or breach by the Authority or for any amount which may become due to the Redeveloper or on any obligations under the terms of this Agreement.

Section 506: Agreement Binding on Successors and Assigns

The provisions of this Agreement shall be binding upon, and shall inure to the benefit of the respective successors and assigns of the parties hereto.

Section 507: Waivers

Any right or remedy which the Authority or the Redeveloper may have under this Agreement, or any of its provisions, may be



waived in writing by the Authority or by the Redeveloper, as the case may be, without execution of a new or supplementary Agreement, but any such waiver shall not affect any other rights not specifically waived.

#### Section 508: Amendments

This Agreement may be amended only by a written document, duly executed by the parties hereto, evidencing the mutual agreement of the parties hereto to such amendment.

#### Section 509: Notices

Whenever under this Agreement notices, approvals, authorizations, determinations, satisfactions or waivers are required or permitted, such notices, approvals, authorizations, determinations, satisfactions or waivers shall be effective and valid only when given in writing signed by a duly authorized officer of the Authority or Redeveloper, and sent to the other party by registered or certified mail, postage prepaid, and addressed as follows or in such other manner or to such other address as the other party shall direct by prior notice:

If to the Redeveloper - Overseers of the Public Welfare in  
the City of Boston  
43 Hawkins Street  
Boston, Massachusetts

If to the Authority - Boston Redevelopment Authority  
City Hall Annex  
Boston, Massachusetts  
c/o Edward J. Logue,  
Development Administrator

#### Section 510: Excusable Delays

For the purposes of any of the provisions of this Agreement, neither the Authority nor the Redeveloper, as the case may be, shall be considered in breach of or default in its obligations with respect to the preparation of The Property for redevelopment or the beginning and completion of construction of the improvements, or progress in respect thereto, in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence,



including, but not restricted to, acts of God, or of the public enemy, acts of the Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the Authority with respect to the preparation of The Property for redevelopment or of the Redeveloper with respect to construction of the improvement, as the case may be, shall be extended for the period of the enforced delay: Provided, that the party seeking the benefit of the provisions of this Section shall, within ten (10) days after the beginning of any such enforced delay, have first notified the other party thereof in writing, and of the causes or causes thereof and requested an extension for the period of the enforced delay. In calculating the length of the delay, the Authority shall consider not only actual work stoppages but also any consequential delays resulting from such stoppages as well.

IN WITNESS WHEREOF, on the            day of            , 196 , at Boston, Massachusetts, the parties hereto have caused this Agreement in five counterparts to be signed, sealed and delivered by their duly authorized officers, respectively.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
\_\_\_\_\_

BOSTON REDEVELOPMENT AUTHORITY

By \_\_\_\_\_  
Development Administrator

CITY OF BOSTON ACTING BY AND  
THROUGH THE OVERSEERS OF THE  
PUBLIC WELFARE.

By \_\_\_\_\_  
Chairman

Approved as to form:

\_\_\_\_\_  
General Counsel  
Boston Redevelopment Authority



COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

Then personally appeared before me the above-named

who executed the foregoing Agreement on behalf of Boston  
Redevelopment Authority and acknowledged the same to be his  
free act and deed and the free act and deed of Boston  
Redevelopment Authority.

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Notary Public  
My commission expires:

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

Then personally appeared before me the above-named

who executed the foregoing Agreement on behalf of the  
and acknowledged the same to be his  
free act and deed and the free act and deed of the

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Notary Public  
My commission expires: